

AGREEMENT

BETWEEN

THE COLCHESTER BOARD OF EDUCATION

AND

**THE COLCHESTER FEDERATION OF
EDUCATIONAL PERSONNEL LOCAL #3279,
AFT-CT AFL-CIO**

Date of Mutual Execution through June 30, 2021

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BETWEEN
THE COLCHESTER BOARD OF EDUCATION
AND
THE COLCHESTER FEDERATION OF EDUCATION PERSONNEL
LOCAL #3279, AFT-CT AFL-CIO**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Colchester Board of Education of the Town of Colchester (hereinafter referred to as the "Board") and the Colchester Federation of Educational Personnel (hereinafter referred to as the "Union").

WHEREAS, Connecticut law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer, and

WHEREAS, the paraprofessionals, cafeteria workers, and COTA/CDA employed by the Colchester School System selected as their sole representative the Federation, resulting in the Federation becoming exclusive bargaining representative for all paraprofessionals, cafeteria workers, and COTA/CDA in the unit, and

WHEREAS, the Board and its designated representatives have met with representatives of the Federation and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions, relative to employment, it is agreed as follows:

**ARTICLE I
RECOGNITION**

The Board recognizes the Federation as the exclusive bargaining representative for all employees in positions designated: Paraprofessionals, COTA/CDA and Cafeteria Workers, excluding employees in such classifications who work less than twenty (20) hours per week, for the purpose of negotiating with respect to salary, fringe benefits and conditions relative to employment.

**ARTICLE II
BOARD'S PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following:

to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;

to give the children of Colchester as nearly equal advantages as may be practicable;

to decide the need for school facilities;

to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assign, transfer, promote or demote, to lay off, terminate or otherwise relieve school employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board;

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate the schools which shall be attended by the various children within the Town;

to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for the management, studies, classification and discipline for the public schools;

to decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit a budget to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable;

to establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures;

to discontinue processes or operations or to discontinue their performance by employees;

to select and to determine the number and types of employees required to perform the Board's operations;

to prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there is specific provision herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III

FAIR PRACTICES

The Board agrees to continue its policy of non-discriminating against any educational personnel on the basis of race, color, national origin, age, sex or marital status, religion, sexual orientation, ancestry, disability, pregnancy, genetic information, gender information, gender identity or expression, veteran status or membership or participation in, or association with, the activities of any paraprofessional, cafeteria worker, and COTA/CDA organization, except in the case of a bona fide occupational qualification. Complaints under this Article are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 4, A).

ARTICLE IV

WORKING CONDITIONS

A. Work Schedules:

- 1 The Board reserves the right to schedule the work year for paraprofessionals between one hundred and eighty (180) and one hundred and eighty-four (184) days, subject to paragraph 3 below, unless the unique needs of a student require an extended year assignment. Should an extended year assignment be required, it shall first be offered to the paraprofessional regularly assigned to work with the student. Should that paraprofessional decline the assignment, the extended year assignment shall be made available to qualified volunteers in the bargaining unit. If there is no qualified volunteer, the assignment shall be made to the least senior, qualified paraprofessional.
2. The work year for the cafeteria workers shall be between one hundred and sixty-five (165) and one hundred eighty-four (184) days, subject to paragraph 3. A scheduled shortened day shall normally consist of a five hour workday for paraprofessional employees working full-time. On shortened days when the Superintendent determines that breakfast will be served at Bacon Academy, the cook shall be designated as the employee responsible for preparing, serving, and cleaning up. The cook will be compensated for actual hours worked, or a minimum of two (2) hours, whichever is greater, at his/her normal rate of pay. If the cook is absent, the supervisor or a substitute shall provide the service.

In the event that Bacon Academy has an early dismissal for emergency or inclement weather purposes, regardless of time when called, Bacon Academy

cafeteria employees will work for the students' scheduled day and any such employee who actually works the students' scheduled day shall be paid accordingly.

3. The work year shall be as assigned by the school administration in accordance with the school calendar. Employees shall receive a statement confirming hours of work and rates of pay at the beginning of the school year. If the Board changes the work year beyond the parameters set forth in the collective bargaining agreement, it will negotiate with the Union over the impact of the changed work year on members of the bargaining unit.

B. Working Conditions:

1. Employees shall be paid biweekly for hours worked, by electronic deposit to the financial institution of their choice. Any work performed above forty (40) hours in one week shall be paid at one and one-half (1½) times the hourly rate for hours worked beyond the forty (40) hours in that week. The Board may schedule professional development sessions for employees, and require employees to attend and participate in such sessions. When such sessions occur outside the normal work day, employees shall be paid. At the request of a teacher, and after a paraprofessional obtains the prior written approval of the building administrator, a paraprofessional shall be available outside his/her regularly scheduled working hours for discussions with teachers about areas of programmatic and/or student needs. When such sessions occur outside the normal work day, employees shall be compensated for the additional time.
2. If in his or her discretion, the Superintendent releases employees early or permits a late start to the work day because of inclement weather or other good cause, such employees shall receive compensation for the hours they were otherwise scheduled to work, unless a full day is cancelled, in which case said day may be rescheduled by the Superintendent. The work schedule for each classification as assigned by the Superintendent shall not depend upon whether school for students is closed early, starts late or is cancelled for the day.
3. The administration shall establish work schedules for paraprofessionals as soon as student schedules are developed, provided that no paraprofessional that is a member of the bargaining unit will be assigned less than four (4) hours per day. If the work schedule results in a reduction in hours for a position from the previous school year, a more senior paraprofessional may displace the least senior paraprofessional and the displaced paraprofessional shall work the reduced schedule, provided both employees are similarly qualified to perform the assignment in question. The Board may change work schedules during the school year. In the event that a paraprofessional's hours are reduced during the school year, a more senior paraprofessional may displace the least senior paraprofessional and the displaced paraprofessional shall work the reduced schedule, provided both employees are similarly qualified to perform the assignment in question.

4. The reduction of a cafeteria worker's hours below four (4) hours shall be subject to seniority within the following classifications: cook, deli operator, general worker, side worker. The cafeteria worker whose position is being reduced below four (4) hours shall be entitled to displace the least senior worker in his/her classification with the most hours.
 5. Paraprofessional and COTA/CDA employees desiring transfer within their building are encouraged to notify the building principal. Employees desiring transfer to a different building are encouraged to notify their current building principal as well as the building principal in the desired location, by utilizing a Transfer Preference Form as designated by the administration and submitted to the building principals on or before March 15th.
 6. Vacancies directly caused by the creation of new positions, death, retirement, resignation or any other severance from employment shall be posted for five (5) days on the district's website prior to making an appointment. However, the Board reserves the right to make interim appointments. The most qualified applicant to the position shall be appointed. Qualifications shall include: seniority and consideration of student and programmatic needs. Qualifications shall be determined by the Superintendent, whose judgment shall be final and binding. Non-bargaining unit substitutes may be hired by the Board to address short-term needs caused by employee leaves and/or absences, or to fill interim positions prior to the creation of a long-term position. The Board shall notify the Union President of such appointments, including the name of the substitute appointed, the name of the individual being replaced (if applicable), and the anticipated duration of the appointment.
- C. Every employee represented by this Agreement will be given a duty-free lunch period of not less than twenty (20) minutes incorporated within the above designated work day. The need for limited breaks in specific situations shall be recognized and respected by certified staff and administration, provided such breaks are limited in scope, duration and regularity, and do not conflict with the primary responsibilities of the position. Cafeteria workers who are scheduled to work in excess of four (4) hours per day shall be entitled to fifteen (15) minute duty free lunch.
- D. Tentative Assignments:
- Paraprofessionals, COTA/CDA and cafeteria workers should be notified in writing of their tentative assignment for the next school year on or about the last day of the students' school year. Any change(s) made in the table of organization by the Board that leads to the elimination of positions within the bargaining unit shall be subject to discussion with the Federation at least two (2) weeks prior to the contemplated change(s). Paraprofessionals shall not receive a regular assignment consisting of the work regularly assigned to office professional employees.

E. Employee Protection:

The Board shall protect and save harmless any employee from financial loss or expense, including legal fees and costs, if any, arising out of any claim, demand, suite or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board as set forth in Connecticut General Statutes §10-235. This section is for informational purposes only.

F. Probation:

New employees shall serve a probationary period of seventy-five (75) working days, which do not include days missed because of illness or other leave. Employees shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment, within the bargaining unit. During an employee's probationary period, an employee shall not be eligible for insurance coverage.

G. Just Cause:

No employee shall be suspended without pay or discharged without just cause. Objections to earlier written or verbal discipline may be raised at the time of suspension or discharge.

ARTICLE V

LEAVES OF ABSENCE

Sick Leave:

Paraprofessionals, COTA/CDA and cafeteria workers will be eligible to accrue sick leave of up to ten (10) days a year, earned pro-rata monthly on the basis of a ten (10) month work year, and credited at the beginning of each month. Such days shall accumulate to sixty (60) days for paraprofessionals and COTA/CDA and fifty-seven (57) days for cafeteria workers. Justification of excessive absenteeism may be required by the immediate supervisor. No more than six (6) sick leave days per year may be used for the care of a member of the immediate family, defined as spouse, parent, brother, sister, child, grandparent, or grandchild.

Childbirth:

Absence for spouse for birth of child to spouse not to exceed two (2) days in any school year.

Personal Leave:

- A. Funeral Leave. A leave of absence not to exceed three (3) days immediately following the date of death shall be granted to members of the bargaining unit whose spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild dies. Such leave shall be with pay. Upon request and in special circumstances, the Superintendent may grant such leave in excess of three (3) days, subject to the overall limitation set forth in Paragraph E below.
- B. Members of the bargaining unit will be allowed a maximum of six (6) personal days without loss of pay per year. It is understood that all six (6) are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the working/teaching day. Personal leave for new employees shall be pro-rated for a partial year of service, accrued quarterly. The reasons for which personal days are granted are:
1. A death of a close friend or a relative other than those individuals listed in A.
 2. An emergency which arises over which the employee has no control;
 3. Legal business;
 4. Wedding within the employee's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;
 5. Religious holidays;
 6. Up to one (1) day for which no specific reason is required to be given.
 7. Graduation ceremonies of the employee, spouse, parent, child or grandchild.
- C. When an employee notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Paragraph B above, the day is being taken.
- D. Except in cases of emergency, notice shall be given to the building principal at least forty-eight (48) hours in advance.
- E. All personal days, including funeral leave, shall not exceed six (6) days per year.
- F. In order to help ensure continuity for students, personal leave shall normally not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period. Exceptions to this rule may be made for situations which arise over which the employee has no control, as determined by the Superintendent in his/her discretion.

Jury Duty:

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice of jury call to his or her supervisor.

Maternity and Adoption Leave:

1. Maternity leave shall be granted by the Board of Education, and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
2. Leave shall continue as long as the employee is disabled. The Board reserves the right to determine the period of disability through review by a physician it selects and pays for. The Board shall be notified at least thirty (30) days before the estimated time of commencement of the leave.
3. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.
4. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave, and such leave request shall set forth the date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment, or a comparable one, as determined by the Superintendent or designee. Employees on such leave may continue to participate in the group insurance coverage at their own expense. Such leave shall run concurrent with any FMLA qualifying leave, when FMLA qualifying leave is applicable.

Leaves Without Pay:

Leaves of absence without pay or benefits (except as required by law) shall be granted upon application of such educational personnel in cases of extreme personal hardship such as, but not limited to, extended illness of the employee, illness of a member of the immediate family, or other reasons upon recommendation of the Superintendent and subject to the approval of the Board. During such unpaid leave, the employee shall not continue to accrue benefits. Upon return, the employee shall be credited with such benefits as he/she had upon the commencement of the leave.

Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act shall apply to members of the bargaining unit who qualify under the terms of the federal and or state family and medical leave acts as they may be amended from time to time, and any time of leaves by this agreement that are covered by this Act shall run concurrent with any leave entitlement under the state and/or federal Family and Medical Leave Acts, or any other applicable law for which leave is granted.

ARTICLE VI

SENIORITY

- A. 1. Paraprofessionals, COTA/CDA and cafeteria workers will have system wide seniority, based upon the length of service with the Colchester School System within a particular classification within the bargaining unit, measured from the date of membership with such classification in the bargaining unit. During any unpaid leave of absence, the employee shall not continue to accrue seniority. Upon return, the employee shall be credited with such seniority as he/she had upon the commencement of the leave.
2. A seniority list of all employees in the bargaining unit shall be maintained by the Board. It shall be updated at least once annually in the month of October, and a copy of each update shall be provided to each member of the bargaining unit, as well as the president of the bargaining unit. If no objection to the seniority list is raised by any member or by the union president within thirty (30) calendar days of provision of the list to as described herein, the list shall be considered accurate.

B. Layoffs:

In the event layoffs become necessary within the cafeteria worker classification, employees with the least seniority shall be laid off first. In all instances, this decision as to the layoff shall be made by the Superintendent in accordance with contractual provisions.

In the event layoffs become necessary within the classifications of paraprofessional/ COTA/CDA, the Board shall retain the most qualified employees. Qualifications shall include, seniority, special training, experience as to assignment and student(s), student and programmatic needs, and evaluation and employment history.

All employees who have been laid off will be placed on a recall list for two (2) years and qualified employees based on the criteria described above must be recalled for any position within their separate categories (paraprofessional COTA/CDA and cafeteria worker) before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. If the laid off employee refuses the offer or does not respond to a notification of recall issued by the Board within fifteen (15) days, then that employee relinquishes all rights to recall.

ARTICLE VII

PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

- A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file by the administration. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his/her file by being provided with a copy of such material with the notation, "cc: Personnel File." Employees have the right to respond by addenda affixed to such critical material.
- B. The employee shall upon request be given the opportunity to review the contents (with the exception of references) of his or her file. Reasonable requests for review shall not be withheld. It shall be the responsibility of the central administration, when requested, to arrange a convenient appointment with each employee which will enable that employee to have ample time to fully review any and all documents in his or her file with the exception of pre-employment records and references, in the presence of an administrator or his or her designee.
- C. The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.
- D. The employee shall be permitted to copy materials in his/her file.

ARTICLE VIII

GRIEVANCE PROCEDURE

Definitions:

- A. A "grievance" shall mean a complaint by a grievant that (1) he/she has been treated unfairly or inequitably or (2) there has been a violation, misinterpretation or misapplication of the provisions of this contract or of established Board of Education policy or practice.
- B. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Federation.
- C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise.

- D. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.
- E. During the summer recess, "work days" shall mean the days that the Superintendent's office is open.

Procedures:

A grievant and a Federation Representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate administrative superior.

STEP I If the matter is not satisfactorily adjusted within five (5) days, the grievant shall submit it in writing within five (5) days to the grievant's immediate supervisor. Such written grievance must be filed within fifteen (15) work days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance, except that an extension shall be granted if mutually agreed-upon and reduced to writing. The administrative supervisor shall meet with the grievant and a Federation representative and must render his/her decision in writing, with copies to the grievant and the Federation, within five (5) work days of the written submission to his/her supervisor by the grievant.

STEP II Failing satisfactory settlement within such time limit, the grievant may within five (5) work days appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Federation representative within five (5) work days of receipt by him/her of such appeal and shall give his/her decision in writing to the grievant and the Federation within five (5) work days of such meeting.

STEP III Board Level Grievance

Failing satisfactory settlement within such time limit, the grievant may, within five (5) work days, appeal in writing to the Board of Education. The Board shall hold a hearing with the employee within twenty (20) work days of the receipt of the written grievance and render a decision in writing within ten (10) work days of the hearing.

STEP IV Arbitration

- A. If the decision of the Board does not resolve the grievance to the satisfaction of Federation, it may submit the grievance to the American Arbitration Association, in accordance with applicable administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.
- B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools, and submission to arbitration must be made

no later than fifteen (15) work days following receipt of the Board of Education's decision.

- C. The arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by and must comply with all the terms of the contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.
- D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding. With respect to grievances involving unfair or inequitable treatment, or a violation, misinterpretation or misapplication of established Board of Education policy or practice, the arbitrator's decision shall be advisory.
- E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

General Provisions:

- A. A grievant may be represented at steps II and III of the grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other employee organization. Only the Federation may represent a grievant at the arbitration step. When a grievant is not represented by the Federation, the Federation shall have the right to be present and to state its views at all steps of the grievance.
- B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior or processing a grievance in his/her own behalf in accordance with the grievance procedure.
- C. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IX
UNION RIGHTS

A. Information to the Union:

The parties shall make available to each other upon request any and all information, statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement or for negotiating a successor agreement, to the extent to which such material is available or is reasonably obtainable, except for

information which is legally privileged. A copy of the public agenda of the regular board meeting shall be available to the official Union representative to the Board, upon request, twenty-four (24) hours prior to the meetings.

B. Copies of Agreement:

The Board agrees to post the Agreement on the Board's website and give the Union ten (10) executed copies of the collective bargaining agreement.

C. School Visitations:

The Board shall permit the President of the AFT-CT, or his/her designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. Any such Union visits shall be conducted in accordance with the school district's visitors' policy and procedures. This permission shall not be unduly withheld. If Union conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours so as not to interfere with the duties and responsibilities of the school employee(s).

D. Membership Dues Deduction:

1. The Board agrees that, upon notification from the Union, the proper membership dues deduction will be made each month from the wages of any employee who voluntarily completes a membership dues deduction authorization. Such deductions shall be forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union membership dues and may require a release from the Union. To authorize such membership dues deductions, an employee must complete a payroll deduction form prepared by the district.
2. The Board shall deduct the amount certified by the Union as the annual membership dues from the pay of each employee in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the membership dues deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay Union dues directly to the Union.
3. Payments for new employees shall commence within thirty (30) days following the Board's receipt of the payroll deduction form authorizing the voluntary membership dues deduction from the employee's wages.
4. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

ARTICLE X
CONDITIONS OF EMPLOYMENT

Prior to making any changes in the terms and conditions of employment, the Board shall negotiate such changes with the Union in accordance with law.

ARTICLE XI
FRINGE BENEFITS

A. Each eligible employee will receive copies of all applicable insurance policies and contracts, upon request. For any employee hired on and after the date of execution of the 2017-2021 agreement, in order to be eligible for insurance coverage as described in this Article, an employee must have a regular schedule of thirty (30) hours a week. Any employees hired on or before the date of execution of the 2017-2021 agreement, who remains continuously enrolled in the Board's health insurance plans, must have a regular schedule of twenty (20) hours a week in order to be eligible for coverage. In the event that an employee hired on or before the date of execution of the 2017-2021 agreement terminates coverage, he/she must have a regular schedule of thirty (30) hours a week in order to resume coverage.

1. Premium Cost-sharing for Dependent/Family Coverage:

Paraprofessionals, COTA/CDA, and cafeteria workers who choose to enroll in the Board's health insurance plan will be provided with the insurance listed below. If such employees provide written notification of their intent to obtain dependent/family coverage for the following year, the Board shall share in the cost of such dependent/family coverage, effective the following July 1 as follows:

70% Board share

Such employees who do not provide such written notification in accordance with the open enrollment deadline of any year shall not be eligible for such Board cost-sharing for dependent/family coverage in the following year.

2. Health Insurance Coverage:

The Board shall offer to employees, subject to the conditions herein stated, the following health insurance coverage, with the features of the insurance plans outlined, herein below.

Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid by the employee through payroll deduction.

- a. Effective the date of execution of the 2017-2021 agreement, the Blue Cross/Blue Shield Century Preferred Provider Plan as outlined in Appendix A with the employee paying nineteen and one-half percent (19.5%) of the individual premium costs by automatic payroll deductions. For dependent coverage, the employee shall pay thirty percent (30%) of the premium costs by automatic payroll deductions. As of July 1, 2019, eligible employees participating in the PPO shall pay the difference in premium costs as set forth below.
- b. Effective July 1, 2019, the HDHP Plan shall be the core insurance plan. For any employee hired prior to July 1, 2015 who remains enrolled in the PPO Plan and remains continuously enrolled therein, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the HDHP Plan for an employee enrolled at the same coverage level. The employee shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the POS/PPO Plan.
- c. The High Deductible Health Care ("HDHP") Plan as outlined in summary form in Appendix A. Effective July 1, 2017, the employee shall pay thirteen and one-half percent (13.5%) of the premium costs for individual coverage under the HDHP Plan by payroll deduction. Effective as of the date of execution of the 2017-2021 agreement, the employee shall pay fourteen and one-half percent (14.5%) of the premium costs for individual coverage under the HDHP Plan by payroll deduction. Effective July 1, 2019, the employee shall pay fifteen percent (15%) of the premium costs for individual coverage under the HDHP Plan by payroll deduction. Effective July 1, 2020, the employee shall pay fifteen and one-half percent (15.5%) of the premium costs for individual coverage under the HDHP Plan by payroll deduction. For dependent/family coverage, the employee shall pay thirty percent (30%) of the premium costs.

3. Prescription Coverage:

The Board shall provide prescription drug coverage for eligible employees electing the PPO Plan through the applicable formulary, with employee co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) with mail order co-payment at twice the retail co-payment for a 90 day supply.

The Board shall provide prescription drug coverage for employees electing the HDHP Plan through the applicable formulary, with employee retail co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of \$20/\$50/\$80 (generic/preferred brand/non-preferred brand) for a 90 day supply. Prescription coverage shall be subject to the applicable HDHP deductible in the first instance.

4. Other Insurance Coverage Available to All Eligible Employees:

- a. The following Vision Care Rider, with dependent coverage, is provided to the employee according to policy schedule:
 - i. Visual examination, including refractions.
 - ii. Lens, including coverage for:
 - (1) Single lenses
 - (2) Bi-focal lenses
 - (3) Tri-focal lenses
 - (4) Contact lens(es)
 - (5) Frames
 - iii. Effective the date of execution of the 2017-2021 agreement, the employee shall pay nineteen percent (19%) of the individual vision rider premium costs. The employee contribution for individual coverage shall be fifteen percent (15%) effective July 1, 2019. The employee contribution for individual coverage shall increase to fifteen and one-half percent (15.5%) effective July 1, 2020. The employee contribution for dependent vision rider coverage shall be thirty (30%) percent.
- b. The Board shall provide each eligible member of the bargaining unit with dependent/coverage the following dental coverage.
 - i. The Blue Cross/Blue Shield FLEX Plan for Dental Care as outlined in Appendix B which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
 - ii. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
 - iii. Payments are to be based on reasonable and customary charges.
 - iv. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty (80%) percent of reasonable and customary charges.
 - v. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty (60%) percent of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.

- vi. Insured/spouse and unmarried dependent child 19-24. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students.
 - vii. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix B.
 - viii. Effective the date of execution of the 2017-2021 agreement, the employee shall pay nineteen percent (19%) of the individual dental premium costs. The employee contribution for individual dental coverage shall be fifteen percent (15%) effective July 1, 2019. The employee contribution for individual dental coverage shall be fifteen and one-half percent (15.5%), effective July 1, 2020. The employee contribution for dependent dental coverage shall be thirty (30%) percent.
- B. All members of the bargaining unit who retire after twenty (20) years' service in Colchester shall be allowed to buy any of the coverages offered to active employees within the bargaining unit at the Group Rate under the Group Policies of the Board at their own expense. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or plan administrators.
- C. The Board may substitute insurance carriers/plans/administrators as it deems fit so long as the new carrier provides reasonably comparable coverage and administration. Network equivalence shall not be a factor in considering reasonably comparable coverage and administration if the disruption in doctor utilization (by visit) is fifteen percent (15%) or less. The Board shall provide written notice of the change in carrier, plan and/or administrator to the Union, together with information for distribution to Union members. Following receipt of such written notice, the Union shall have thirty (30) calendar days to dispute the Board's determination that a change in carrier, plan or administrator does not provide reasonably comparable coverage. Failure of the Union to file such a claim within thirty (30) calendar days shall constitute a waiver of such claim. Disputes as to reasonable comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.
- D. Any eligible employee who elects to waive medical insurance benefits will receive a cash settlement as follows:
- Individual - \$ 535
- This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time, subject to such re-enrollment requirements as may be established by the carrier. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an employee, an employee shall still enjoy the benefits found in paragraph E of this Article. The Board reserves the right to terminate this waiver provision. Should the Board decide to eliminate this waiver payment provision, the Board shall give members

of the bargaining unit written notification before May 1 prior to the fiscal year in which termination shall be effective. Notwithstanding the foregoing, unit members who were receiving a waiver payment on July 1, 1999 shall have the right to continue to participate in this waiver provision. Said waiver payment shall be paid with the last payroll of the contract year.

The waiver payment is not available to any employee who is receiving health insurance through the Town of Colchester or the Colchester Board of Education for the year in which insurance has been waived.

- E. All bargaining unit members shall receive Twenty Thousand (\$20,000) Dollars in life insurance.
- F. The provisions of this Article concerning plan design shall be subject to renegotiations in accordance with statute, should health insurance benefits change for a majority of Board employees through negotiations.
- G. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- H. In the event that insurance plans described in this Article trigger a penalty under federal law, the Board may, at its option, offer alternative insurance plan(s) to bargaining unit employees after review of such proposed plan(s) by the Union. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.
- I. If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plans so as to reduce the cost of the plans below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, allocate the responsibility for

increased costs associated with the imposition of the excise tax and/or other insurance proposals designed to address the increased costs of health insurance coverage.

ARTICLE XII

SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all provisions of this Agreement shall continue in effect.

ARTICLE XIII

MISCELLANEOUS

- A. Any employee required by the Board to use his/her personal automobile in the discharge of his/her job duties, shall be reimbursed for his/her mileage at the I.R.S. approved rate.
- B. The Union shall not instigate, support or condone any strike, slowdown or interference with the orderly operation of the school system.
- C. The Board shall reimburse paraprofessionals for the cost of the fee for one (1) ParaPro Assessment (or any successor assessment as determined by the Board in accordance with law) upon presentation of evidence of successful completion of the assessment if (a) successful completion of that test is required for the currently-employed paraprofessional to serve in the position as assigned by the Board and (b) the paraprofessional provides the Board timely written notification of his/her intent to take the test. In addition, the Board shall reimburse any member of the bargaining unit for the cost (tuition, materials) of specialized training as the Board may require.

ARTICLE XIV

MATTERS NOT COVERED

With regard to the matters not covered by this Agreement, the Board agrees to make no changes in existing policy that would affect hours, wages or other conditions of employment without prior consultation with the Union.

ARTICLE XV
DURATION

- A. This Agreement shall be effective upon execution by both parties, with salaries retroactive to July 1, 2017 and shall remain in effect through June 30, 2021.
- B. This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item, except by mutual written consent, whether it is covered by this Agreement or not.

ARTICLE XVI
PENSION DEDUCTION

- A. The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457 plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.
- B. The Board will contribute 4% of base (not including overtime or longevity) pay into the 457 Plan offered by the Board of Education for eligible employees. Employees may contribute into the Retirement Plan in accordance with limits established under federal law. The employee can withdraw the Board portion contributed to the Section 457 Plan, as well as their own contribution, at any time, but if it is before retirement or under the age of 59 ½ years, in accordance with law, such withdrawal will be included as part of his/her income, and it will be subject to substantial penalties, such as a 6 month loss on interest, and at least a 10% payment to the IRS. If the account is closed completely, the employee shall be excluded as a participant in the future. Yield interest shall fluctuate up or down, pending on the current rate of interest. The Board contribution shall be made to the employee's Section 457 Account through payroll deduction in accordance with law. Employees hired on or after the date of execution of the 2017-2021 agreement shall not be eligible for this benefit.
- C. Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

ARTICLE XVII
LONGEVITY

Members of the bargaining unit shall receive longevity stipends as follows:

10 - 15 years of continuous service - \$250

15 - 20 years of continuous service - \$350

20 plus years of continuous service - \$450

This benefit will be paid to unit members in the payroll following their anniversary date. This benefit shall be limited to employees hired prior to July 1, 1999.

ARTICLE XVIII
SALARY SCHEDULES

CAFETERIA WORKERS

	2017-18	2018-19	2019-20	2020-21
Side Worker	\$15.20	\$15.50	\$15.81	\$16.13
General Worker	\$16.96	\$17.30	\$17.65	\$18.00
Deli Operator	\$18.19	\$18.55	\$18.92	\$19.30
Cook	\$19.26	\$19.65	\$20.04	\$20.44

PARAPROFESSIONALS

Step	2017-18	2018-19	2019-20	2020-21
1	\$14.54	\$14.83	\$15.13	\$15.43
2	\$15.09	\$15.39	\$15.70	\$16.01
3	\$15.55	\$15.86	\$16.18	\$16.50
4	\$18.20	\$18.56	\$18.93	\$19.31

COTA/CDA **

Step	2017-18	2018-19	2019-20	2020-21
1	\$23.37	\$23.84	\$24.32	\$24.81
2	\$25.07	\$25.57	\$26.08	\$26.60
3	\$26.78	\$27.32	\$27.87	\$28.43
4	\$29.04	\$29.62	\$30.21	\$30.81

**** Position requirements:**

COTA: maintaining current licensure by the State Department of Public Health, and maintaining current certification by NBCOT.

CDA: maintaining current certification by an approved CDA program or an Associates Degree in Early Childhood Education

Salary increases shall be retroactive to July 1, 2017. There shall be no step movement for the 2017-2018 school year. Each eligible employee shall move up one step in the 2018-2019, 2019-2020 and 2020-2021 contract years. Employees must be employed on the date the contract is fully executed in order to be eligible for retroactive pay.

Initial step placement of bargaining unit members shall be determined by the Superintendent, based on student and programmatic needs, as well as the experience and skill levels of the new employee.

COLCHESTER BOARD OF EDUCATION

Date November 19, 2018

By: 

COLCHESTER FEDERATION OF
EDUCATIONAL PERSONNEL
LOCAL #3279, AFT-CT AFL-CIO

Date Nov 16, 2018

By: 

APPENDIX A
INSURANCE PROGRAMS
2016-2017; 2017-2018; 2018-2019

Available only to employees hired on or before December 31, 2015

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80% Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$175 co-pay	\$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$40 co-pay	Covered at 80% Deductible & Coins.

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
<u>Preventive Care</u> Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In-network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
Nursing & Therapeutic Services & Home Health Care	200 visits (80 visits of which can be a Home Health Aide)	\$50 Deductible per year, Covered at 80% above deductible to stop loss; up to 200 visits per year
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	\$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: \$2,000 Individual, \$4,000 Two or More
	Out-of-pocket Maximum \$4,000 Individual, \$6,850 (in network) \$8,000 (out of network) Two or More
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible

Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.

Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. For the 2017-2018 and 2018-19 contract years, the Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year.

In 2019-2020, the Board will contribute fifty percent (50%) of the applicable deductible amount. For 2019-2020, the Board will make its contribution to an employee's HSA (or HRA contribution) in two (2) equal installments, on the following schedule:

- 50% of Board's contribution on 1st regular payroll date after 9/15/19
- 50% of Board's contribution on 1st regular payroll date after 3/15/2020

In 2020-2021, the Board will contribute fifty percent (50%) of the applicable deductible amount. The Board will make its contribution to an employee's HSA (or HRA contribution) in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for a HSA contribution, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants. The parties acknowledge that the Board's contribution toward the funding of deductible for the HDHP plan by contribution to an employee's HSA (or HRA contribution) is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible (or HRA contribution) for individuals upon their separation from employment. Board contributions to an employee's HSA (or HRA contribution) shall be pro-rated for a partial year of employment. In the event that an employee gives written notice of his/her intent to leave the district, any further Board contributions to an employee's HSA (or HRA contribution) shall reflect the pro-rated amount of the employee's deductible funding through his/her last day of employment with the district.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX B
DENTAL PLAN:
(Following are some of the features of the Dental Plan)
DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<u>Diagnostic and Preventive Services</u> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<u>Basic Services</u> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<u>Major Services</u> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

